

# **EXHIBIT A**

**M&T Bank**

MT-RSMVLF-NY  
(NYS23SLC-1)

RETAIL INSTALMENT CONTRACT (MOTOR VEHICLE - NY)

SIMPLE INTEREST

Dated 10/02/21

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all scheduled payments.	<b>Total Sale Price</b> The total cost of your purchase on credit, including your downpayment of \$ 0.00
4.89 %	\$ 3,505.78	\$ 24,599.00	\$ 28,104.78	\$ 28,104.78

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
66	\$ 425.83	Monthly, beginning 11/01/21
N/A	\$ N/A	

Filing Fees: N/A

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Security: You are giving a security interest in the Vehicle being purchased.  
Late Charge: If a payment is more than 10 days late, you will be charged 15% of the full payment amount.  
Prepayment: If you pay off early, you will not have to pay a penalty.

In this Contract, we are the **SELLER, DRIVER'S VILLAGE INC.**

5885 E Circle Dr  
Cicero, NY 13039

Zip Code

You are

the **BUYER(S), JOSEPH A DIMINO JR 4815 LEPINSKE FARM PLACE CLAY, NY 13041**

Name(s) Address(es) Zip Code(s)

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

N/U/D	Year and Make	Model	Body Style	No. Cyl.	Truck Ton Capacity	Vehicle Identification No.
U	2015	MERCEDES-BENZ	C4DSD	4	N/A	55SWF4KB8FU031553

TRADE-IN:

You have traded in the following vehicle:

Year and Make Model

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from liens, claims, encumbrances or security interests, except as shown in the "Cash Price, Downpayment and Trade-In" section as the amount of the "Lien Payoff".

PROPERTY INSURANCE: You are required to obtain and maintain insurance on the Vehicle, endorsed to protect us as loss-payee, BUT YOU MAY CHOOSE THE AGENT OR BROKER OF YOUR CHOICE. IF YOU FINANCE THE PROPERTY INSURANCE PREMIUM, COMPLETE THE FOLLOWING:

TITLE HOLDER OF COLLATERAL: JOSEPH A DIMINO JR REGISTRANT: JOSEPH A DIMINO JR

PHYSICAL DAMAGE: Comprehensive \$ N/A deductible: Collision \$ N/A deductible:

INSURANCE COMPANY: USAA

Effective Date: 10/02/21

AGENT Name: USAA

Address: 9800 FREDRICKSBURG Rd Phone Number: (800) 531-8722

You guarantee that the required insurance coverage as shown in the "Your Promises About Insurance" section was obtained from the agent named above. If you do not purchase insurance in this Contract, then liability insurance coverage for bodily injury and property damage is not included or provided for in this Contract.

VENDOR'S SINGLE INTEREST INSURANCE: If box is checked, we require Vendor's Single Interest Insurance. You may choose the person through whom Vendor's Single Interest Insurance is to be obtained. This insurance is for the sole protection of the Assignee and your interest is not covered. If obtained through us, the cost of such insurance is shown in the "Itemization of Amount Financed" in the box labeled "To VSI Insurance Company\*\*".

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance, Credit Disability Insurance and Credit Involuntary Unemployment Insurance are not required to obtain credit and will not be provided unless you sign below and agree to pay the additional cost(s). Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term indicated.

By signing, you select Single Credit Life Insurance, which costs \$ N/A What is your age? N/A Yrs.

Signature of Buyer to be insured for Single Credit Life Insurance

Insurer: Term: N/A

By signing, you select Single Credit Disability Insurance, which costs \$ N/A What is your age? N/A Yrs.

Signature of Buyer to be insured for Single Credit Disability Insurance

Insurer: Term: N/A

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

<b>Cash Price, Downpayment and Trade-In</b>
Cash Price
(including accessories, services and taxes)
\$ 24,304.00
Cash Downpayment
\$ N/A
Value of Trade-In
\$ N/A
Lien Payoff
\$ N/A
Lien Payoff to:
N/A

<b>Itemization of Amount Financed</b>
Unpaid Cash Price Balance
\$ 24,304.00
<b>Amounts Paid to Others on Your Behalf*</b>
License, Tags and Registration
\$ N/A
To Credit Insurance Company
\$ N/A
To VSI Insurance Company**
\$ 99.00
To Property Insurance Company
\$ N/A
To: NY STATE/INSP FEE
\$ 21.00
To: N/A
To: N/A
To: N/A
To: N/A
To: N/A
To: N/A
<b>Other Amounts Financed</b>
To Seller for GAP Coverage
\$ N/A
For: DOC FEE
\$ 175.00
For: N/A

**VENDOR'S SINGLE INTEREST INSURANCE:** If box is checked, we require Vendor's Single Interest Insurance. You may choose the person through whom Vendor's Single Interest Insurance is to be obtained. This insurance is for the sole protection of the Assignee and your interest is not covered. If obtained through us, the cost of such insurance is shown in the "Itemization of Amount Financed" in the box labeled "To VSI Insurance Company".

**CREDIT INSURANCE IS NOT REQUIRED:** Credit Life Insurance, Credit Disability Insurance and Credit Involuntary Unemployment Insurance are not required to obtain credit and will not be provided unless you sign below and agree to pay the additional cost(s). Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term indicated.

By signing, you select Single Credit Life Insurance, which costs \$ N/A What is your age? N/A Yrs.

X Signature of Buyer to be insured for Single Credit Life Insurance

Insurer: \_\_\_\_\_ Term: N/A

By signing, you select Single Credit Disability Insurance, which costs \$ N/A What is your age? N/A Yrs.

X Signature of Buyer to be insured for Single Credit Disability Insurance

Insurer: \_\_\_\_\_ Term: N/A

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A What are your ages? N/A Yrs.

1. X \_\_\_\_\_ Yrs.  
2. X \_\_\_\_\_ Yrs.

Signatures of both Buyers to be insured for Joint Credit Life Insurance

Insurer: \_\_\_\_\_ Term: N/A

By signing, you both select Joint Credit Disability Insurance, which costs \$ N/A What are your ages? N/A Yrs.

1. X \_\_\_\_\_ Yrs.  
2. X \_\_\_\_\_ Yrs.

Signatures of both Buyers to be insured for Joint Credit Disability Insurance

Insurer: \_\_\_\_\_ Term: N/A

By signing, you select Single Credit Involuntary Unemployment Insurance, which costs \$ N/A What is your age? N/A Yrs.

X Signature of Buyer to be insured for Single Credit Involuntary Unemployment Insurance

Insurer: \_\_\_\_\_ Term: N/A

By signing, you both select Joint Credit Involuntary Unemployment Insurance, which costs \$ N/A What are your ages? N/A Yrs.

1. X \_\_\_\_\_ Yrs.  
2. X \_\_\_\_\_ Yrs.

Signatures of both Buyers to be insured for Joint Credit Involuntary Unemployment Insurance

Insurer: \_\_\_\_\_ Term: N/A

\$	21.00
To:	N/A
\$	N/A
To:	N/A
\$	N/A
To:	N/A
\$	N/A
To:	N/A
<b>Other Amounts Financed</b>	
To Seller for GAP Coverage	\$ N/A
For: DOC FEE	\$ 175.00
For:	N/A
\$	N/A
Amount Financed	\$ 24,599.00

\* We may be retaining a portion of these amounts

**DEBT CANCELLATION COVERAGE IS NOT REQUIRED:** Debt Cancellation Coverage provides for the cancellation of your liability for amounts you owe under this Contract in excess of the value of the Vehicle in the event of a total loss of the Vehicle. This is sometimes called "GAP" coverage. GAP coverage is not required to obtain credit and will not be provided unless it is offered and you sign a separate GAP Notice requesting GAP coverage, which means you want GAP coverage and agree to pay the additional cost disclosed in the "Itemization of Amount Financed".

**ASSIGNEE:** We intend to assign this Contract and Security Agreement to the Assignee named in this provision. If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee's name and address is:

**M&T BANK**  
Installment Loan Operations, One Fountain Plaza, P.O. Box 767  
Buffalo, New York 14240

**CO-SIGNER:** Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

**TERMS:** The terms shown in the boxes above are part of this Contract.

**PROMISE TO PAY:** You agree to pay us the Total Sale Price for the Vehicle in U.S. funds by making the Total Down Payment, and paying us the Amount Financed plus the credit service charge (called "interest" in this Contract) at the Annual Percentage Rate shown above. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

**SECURITY AGREEMENT:** To secure the payment of all sums due and the performance of all required obligations under this Contract, you give us a security interest in the Vehicle, in all parts (called "Accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds.

**ADDITIONAL TERMS AND CONDITIONS:** THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**NOTICE TO THE BUYER:** 1. Do not sign this Contract before you read it or if it contains any blank space. 2. You are entitled to a completely filled-in copy of this Contract. 3. Under the law, you have the right to pay off in advance the full amount due. If you do so, you may, depending on the nature of the credit service charge, either (a) prepay without penalty, or (b) under some circumstances obtain a rebate of the credit service charge. 4. According to law you have the privilege of purchasing the insurance on the motor vehicle provided for in this Contract from an agent or broker of your own selection.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

You hereby acknowledge receipt of a copy of this Contract.  
**RETAIL INSTALLMENT CONTRACT**

SELLER X **DRIVER'S VILLAGE INC.**

BY: Linda Zeja (SEAL) 10/02/21 Date

BUYER X \_\_\_\_\_ (SEAL) 10/02/21  
BUYER X \_\_\_\_\_ (SEAL) 10/02/21 Date

**PROMISE TO PAY:** You agree to pay us the Total Sale Price for the Vehicle in U.S. funds by making the Total Down Payment, and paying us the Amount Financed plus the credit service charge (called "Interest" in this Contract) at the Annual Percentage Rate shown above. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

**SECURITY AGREEMENT:** To secure the payment of all sums due and the performance of all required obligations under this Contract, you give us a security interest in the Vehicle, in all parts (called "Accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds.

**ADDITIONAL TERMS AND CONDITIONS:** THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

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By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

You hereby acknowledge receipt of a copy of this Contract.  
**RETAIL INSTALLMENT CONTRACT**

SELLER X DRIVER'S VILLAGE INC.

BY: Linda Zepa (SEAL) 10/02/21  
Date

BUYER X (SEAL) 10/02/21  
BUYER X (SEAL) 10/02/21  
Date

#### CO-SIGNER NOTICE

You agree to pay the debt identified above, although you may not personally receive any property, services or money. You may be sued for payment, although the person who receives the property, services or money is capable of paying the debt. You should know that the Total of Payments listed above does not include Finance Charges resulting from delinquency, late charges, repossession or foreclosure costs, court costs or attorney's fees, or other charges that are stated in the Contract. You will also have to pay some or all of these costs and charges as required by the terms of the Contract. IF THIS DEBT IS EVER IN DEFAULT, THAT FACT MAY BECOME A PART OF YOUR CREDIT RECORD. This notice is not the writing that obligates you to pay the debt. You have read the Retail Installment Contract, which contains the exact terms of your obligation, and the Co-Signer(s) Notice.

You have been given a completed copy of this Notice and each writing that obligates you or the Buyer on this Contract.

X Signature of Co-Signer Date X Signature of Co-Signer Date

#### CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER ABOVE, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.

**CO-SIGNER'S AGREEMENT:** You, the person (or persons) signing below as "Co-Signer", promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

X Co-Signer's Signature Address Date  
X Co-Signer's Signature Address Date

Co-Owner's Signature Address Date

#### ASSIGNMENT

The Seller agrees to be bound by all provisions of this Contract. Also, for value received and intending to be legally bound hereby, the Seller (s) assigns this Contract to the Assignee pursuant to and subject to all terms and conditions of the dealer agreement currently in effect between Seller and Assignee and (b) makes, with respect to this Contract, all warranties and representations set forth in such dealer agreement. Whether or not Seller signs this Assignment, if Assignee takes assignment of the Contract from the Seller, then such assignment shall be deemed to be "without recourse", pursuant to the dealer agreement, and made as of the date of the Contract. For purposes of this Assignment, Seller hereby appoints Assignee as its attorney-in-fact to supply any missing signature of Seller hereunder.

10/02/21 DRIVER'S VILLAGE INC. Linda Zepa Title clerk  
Date Name of Seller Signature and Title of Person signing for Seller

#### No Cooling Off Period

State law does not provide for a "cooling off" or other cancellation period for this Contract. Therefore, you cannot later cancel this Contract simply because you change your mind or wish you had acquired a different item. After you sign above, you may only cancel this Contract for legally valid reasons.

Form MT-RSMVLF-NY (NYS23SLC-1) 7/25/2014

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

CF1046 (8/17)

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